

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In return for being permitted to participate in **Black Lives Matter El Dorado County** Volunteer Activities and Projects, including associated use of any shared premises, facilities, facility staff, equipment, transportation, and services available during said participation, I, for myself, my heirs, personal representatives and assigns, do hereby release, waive, discharge, and promise not to sue **Black Lives Matter El Dorado County**, its organizers and leads from liability from any and all claims, including the negligence of **Black Lives Matter El Dorado County**, resulting in personal injury (including death), accidents or illnesses, and property loss, in connection with my participation in **Black Lives Matter El Dorado County** Volunteer Activities and Projects.

Assumption of Risks: Participation in **Black Lives Matter El Dorado County**

Volunteer Activities and Projects carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary from one activity and/or project to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains; to 2) major injuries such as eye injury, joint or bone injuries, heart attacks, and concussions; to 3) catastrophic injuries such as paralysis and death.

Indemnification and Hold Harmless: I also agree to indemnify and hold **Black Lives Matter El Dorado County** harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees arising out of my involvement in **Black Lives Matter El Dorado County** Volunteer Activities and Projects, and to reimburse them for any such expenses incurred.

Severability: The further agree that this Waiver of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as permitted by law, and that if any portion thereof is held invalid, the remaining portions will continue to have full legal force and effect.

Governing Law and Jurisdiction: This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the courts of the State of California.

Acknowledgment of Understanding: I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant's Name (Please Print)

Date of Birth (If Minor)

Signature of Participant

DATE

NOTE: If the Participant is a minor -- I, the parent/legal guardian of the Participant, hereby agree to the above on behalf of the Participant).

Parent/Guardian Name (print) Signature of Parent/Guardian

DATE

THIS WAIVER APPLIES TO ALL **Black Lives Matter El Dorado County** Volunteer Activities and Projects INCLUDING, BUT NOT LIMITED TO MEETINGS, EDUCATIONAL EVENTS, PROGRAMS, FUNDRAISERS, COMMUNITY SERVICE ACTIVITIES, VOLUNTEER TRAININGS, ACTIONS AND PROJECTS.